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Attorneys for Defendant

ZURICH AMERICAN INSURANCE COMPANY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

PROGRESSIVE CASUALTY INSURANCE  
COMPANY,

Plaintiff,

v.

ZURICH-AMERICAN INSURANCE  
COMPANY, HARJIT SINGH dba HARRY  
BROTHERS TRUCKING, RELIABLE  
TRUCKING, INC., DENNIS MATEO and  
JoANN MATEO,

Defendants.

CASE NO. C 06 1930 JCS

Action Filed: March 14, 2006

**FOURTH JOINT STIPULATION  
EXTENDING DEFENDANTS' TIME TO  
RESPOND TO COMPLAINT**

(Civil L.R. 6-1(a))

Plaintiff PROGRESSIVE CASUALTY INSURANCE COMPANY ("Progressive Casualty"), by and through its counsel of record, Richard W. Osman of Bertrand, Fox & Elliot, P.C., Defendant ZURICH AMERICAN INSURANCE COMPANY ("Zurich American"), by and through its counsel of record, Mark Koop of Lewis Brisbois Bisgaard & Smith LLP, and Defendant RELIABLE TRUCKING, INC. ("Reliable"), by and through its counsel of record David S. Henningsen of Robinson & Wood, Inc., hereby agree and stipulate to the following:

Plaintiff filed its complaint for declaratory relief on March 14, 2006. Defendant Zurich American was served on April 21, 2006. Defendant Reliable was served on April 20, 2006.

The parties, acting by and through their respective counsel, first stipulated that Defendant Zurich American's time to respond to Plaintiff Progressive Casualty's complaint would be

1 extended to May 25, 2006, and that Defendant Reliable's time to respond to the complaint would  
2 be extended to May 24, 2006.

3 The parties, acting by and through their respective counsel, subsequently stipulated, for a  
4 second time, that both defendants' time to respond to the complaint would be further extended to  
5 June 15, 2006.

6 The parties, acting by and through their respective counsel, subsequently stipulated, for a  
7 third time, that both defendants' time to respond to the complaint would be further extended to  
8 June 23, 2006.

9 The present action arises out of a coverage dispute that arose in Alameda County Superior  
10 Court Case No. RG04183951, entitled *Dennis Mateo et al. v. Harjit Singh et al.* That matter was  
11 recently settled and the coverage dispute between Progressive Casualty and Zurich American has  
12 also recently been settled. The latter settlement is contingent upon dismissal of *Mateo v. Singh*.  
13 As of the date of this stipulation, all settlement funds, in the amounts agreed upon, have been  
14 tendered by Progressive Casualty and by Zurich American to the plaintiffs in that matter.  
15 However, plaintiffs have not yet dismissed *Mateo v. Singh*. The parties to this stipulation  
16 understand that plaintiffs expect to dismiss *Mateo v. Singh* in the week beginning Monday,  
17 June 26, 2006, and it remains Progressive Casualty's intention to voluntarily dismiss the present  
18 action pursuant to Federal Rule of Civil Procedure 41 upon dismissal of *Mateo v. Singh*.

19 In order to permit time *Mateo v. Singh* to be dismissed, so that the present action may then be  
20 dismissed, the parties hereby stipulate, for a fourth time, that defendants will file and serve their  
21 responsive pleadings by June 29, 2006. This fourth stipulation will not alter the date of any event  
22 or any deadline already fixed by Court Order. The first such deadline in this matter is June 30,  
23 2006, by which date, if this matter has not by then been dismissed, the parties must participate in  
24 an Early Party Conference (Fed. R. Civ. P. 26(f)), preceding the Initial Case Management  
25 Conference, scheduled for July 21, 2006.

26 //

27 //

28 //

1 IT IS SO STIPULATED.

2 DATED: June 22, 2006

3 BERTRAND, FOX & ELLIOT P.C.

4 By

5 Richard W. Osman

6 Attorneys for Plaintiff  
7 PROGRESSIVE CASUALTY INSURANCE COMPANY

8  
9 DATED: June \_\_\_\_, 2006

LEWIS BRISBOIS BISGAARD & SMITH LLP

10  
11 By

12 Mark Koop

13 Attorneys for Defendant  
14 ZURICH AMERICAN INSURANCE COMPANY

15 DATED: June \_\_\_\_, 2006

16 ROBINSON & WOOD, Inc.

17  
18 By

19 David S. Henningsen

20 Attorneys for Defendant  
21 RELIABLE TRUCKING, INC.

1 IT IS SO STIPULATED.

2 DATED: June \_\_\_\_, 2006

BERTRAND, FOX & ELLIOT P.C.

3  
4 By

5 Richard W. Osman

6 Attorneys for Plaintiff  
7 PROGRESSIVE CASUALTY INSURANCE COMPANY

8  
9 DATED: June 23, 2006

LEWIS BRISBOIS BISGAARD & SMITH LLP

10  
11 By

12 Mark Koop

13 Attorneys for Defendant  
14 ZURICH AMERICAN INSURANCE COMPANY

15 DATED: June \_\_\_\_, 2006

ROBINSON & WOOD, Inc.

16  
17 By

18 David S. Henningsen

19 Attorneys for Defendant  
20 RELIABLE TRUCKING, INC.

1 IT IS SO STIPULATED.

2 DATED: June \_\_\_\_, 2006

BERTRAND, FOX & ELLIOT P.C.

4 By

5 Richard W. Osman

6 Attorneys for Plaintiff  
7 PROGRESSIVE CASUALTY INSURANCE COMPANY

8  
9 DATED: June \_\_\_\_, 2006

LEWIS BRISBOIS BISGAARD & SMITH LLP

11 By

12 Mark Koop

13 Attorneys for Defendant  
14 ZURICH AMERICAN INSURANCE COMPANY

15 DATED: June 23, 2006

ROBINSON & WOOD, Inc.

17 By

18  David S. Henningsen

James C. Suits II  
For David S. Henningsen

19 Attorneys for Defendant  
20 RELIABLE TRUCKING, INC.

21  
22 Dated: June 29, 2006

